

# **EXHIBIT D**

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14 **UNITED STATES DISTRICT COURT**  
15 **CENTRAL DISTRICT OF CALIFORNIA**

16 ENTROPIC COMMUNICATIONS,  
17 LLC,

18 Plaintiff,

19 v.

20 COX COMMUNICATIONS, INC.;  
21 COXCOM, LLC; AND COX  
22 COMMUNICATIONS CALIFORNIA,  
23 LLC,

24 Defendants.

Case No.: 2:23-cv-1049-JWH-KES

**FIRST AMENDED COMPLAINT  
FOR PATENT INFRINGEMENT**

1 Plaintiff, Entropic Communications, LLC (“Entropic”), files this complaint for  
2 patent infringement against Cox Communications, Inc. (“Cox Communications”),  
3 CoxCom LLC (“CoxCom”), and Cox Communications California, LLC (“Cox  
4 California”), (collectively “Cox”) and in support thereof alleges as follows:

5 1. This is a civil action arising under the patent laws of the United States, 35  
6 U.S.C. § 1 *et seq.*, including specifically 35 U.S.C. § 271, based on Cox’s infringement  
7 of U.S. Patent Nos. 8,223,775 (the “’775 Patent”), 8,284,690 (the “’690 Patent”),  
8 8,792,008 (the “’008 Patent”), 9,210,362 (the “’362 Patent”), 9,825,826 (the “’826  
9 Patent”), 10,135,682 (the “’682 Patent”), 11,381,866 (the “’866 Patent”), 11,399,206  
10 (the “’206 Patent”), 11,785,275 (the “’275 Patent”), and 9,866,438 (the “’438 Patent”)  
11 (collectively, the “Patents-in-Suit”).

## 12 **THE PARTIES**

13 2. Entropic is a Delaware limited liability company with an office at 7150  
14 Preston Road, Suite 300, Plano, Texas 75024.

15 3. Entropic is the owner by assignment to all right, title, and interest to the  
16 Patents-in-Suit. Entropic is the successor-in-interest for the Patents-in-Suit.

17 4. Upon information and belief, Cox Communications is a privately-owned  
18 subsidiary of Cox Enterprises Inc. and is a Delaware Corporation with a principal place  
19 of business at 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328.

20 5. Cox Communications has, as its registered agent in Delaware, Corporation  
21 Service Company, located at 251 Little Falls Drive, Wilmington, Delaware, 19808.

22 6. Upon information and belief, CoxCom is a subsidiary of Cox  
23 Communications, and incorporated in Delaware, with a principal place of business at  
24 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328.

25 7. CoxCom has, as its registered agent in California, Corporation Service  
26 Company d/b/a CSC - Lawyers Incorporating Service Company, located at 2710  
27 Gateway Oaks Dr., Suite 150N, Sacramento, California 95833.

1           8.     Upon information and belief, Cox California is a Delaware limited liability  
2 company, with a regular and established place of business at 6205 Peachtree Dunwoody  
3 Road, Atlanta, Georgia 30328.

4           9.     Cox California has, as its registered agent in California, Corporation  
5 Service Company d/b/a CSC - Lawyers Incorporating Service Company, located at  
6 2710 Gateway Oaks Dr., Suite 150N, Sacramento, California 95833.

7           10.    Cox Communications holds itself out as “the largest private telecom  
8 company in America, serving six million homes and business.”<sup>1</sup>

9           11.    Upon information and belief, CoxCom and Cox California are agents of  
10 Cox Communications.

11           12.    The website of Cox Communications’ parent company, Cox Enterprises,  
12 Inc., identifies Cox Communications as a “division” of Cox Communications, and upon  
13 information and belief, includes job listings for employment with all Cox entities,  
14 including Cox Communications, CoxCom and Cox California.

15           13.    Upon information and belief, employees of Cox employees, regardless of  
16 the Cox entity for which they work, have email addresses with the @cox.com domain.

17           14.    Cox Communications is a manager/member of CoxCom.

18           15.    Cox Communications has complete control over CoxCom.<sup>2</sup>

19           16.    CoxCom is a manager/member of Cox California.

20           17.    Cox Communications provides cable services in at least California through  
21 its agent Cox California.<sup>3</sup>

22 \_\_\_\_\_  
23 <sup>1</sup>     [https://jobs.coxenterprises.com/en/jobs/job/r202314876-manager-marketing-](https://jobs.coxenterprises.com/en/jobs/job/r202314876-manager-marketing-analytics-b2b/)  
24 [analytics-b2b/](https://jobs.coxenterprises.com/en/jobs/job/r202314876-manager-marketing-analytics-b2b/)

25 <sup>2</sup>     <https://fcc.report/IBFS/ITC-T-C-20210517-00085/7754627.pdf>

26 <sup>3</sup>     [https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/news-and-](https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/news-and-outreach/documents/bco/go-156-procurement-plans/2020/cox-communications.pdf?sc_lang=en&hash=CC575B1DDB9F6FBB153692B6B610ED67)  
27 [outreach/documents/bco/go-156-procurement-plans/2020/cox-](https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/news-and-outreach/documents/bco/go-156-procurement-plans/2020/cox-communications.pdf?sc_lang=en&hash=CC575B1DDB9F6FBB153692B6B610ED67)  
28 [communications.pdf?sc\\_lang=en&hash=CC575B1DDB9F6FBB153692B6B610ED67](https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/news-and-outreach/documents/bco/go-156-procurement-plans/2020/cox-communications.pdf?sc_lang=en&hash=CC575B1DDB9F6FBB153692B6B610ED67)  
(Accessed October 13, 2022).

18. Cox Communications provides its customers with a “Residential Customer Service Agreement” in which it “sets for the terms and conditions under which CoxCom, LLC or one or more of its subsidiaries or affiliates authorized by applicable regulatory, franchise or license authority. . . agrees to provide services.”<sup>4</sup> Upon information and belief, the entity that provides the services to Cox’s customers and subscribers is Cox California.

19. Upon information and belief, Cox Communications shares management, common ownership, advertising platforms, facilities, distribution chains and platforms, stores, and accused product lines and products involving related technologies with its agents, including at least CoxCom and Cox California. For example, Cox Communications, CoxCom and Cox California, share a principal place of business at 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328.

20. Upon information and belief, Cox Communications is the corporate manager of its subsidiary LLCs that own or lease property in this district, that employ employees in this district, and that own, store, sell, demonstrate, and lease equipment in this district. Cox has the right to exercise near total control of each entity's operations through its LLC agreements with each entity.

## PRESUIT DISCUSSIONS

21. Prior to filing this Complaint, Entropic sent a communication by physical means to Cox on August 9, 2022, in an attempt to engage Cox and/or its agents in good faith licensing discussions regarding Entropic's patent portfolio, including the Patents-in-Suit<sup>5</sup>. On December 23, 2022, Entropic sent Cox another communication by both physical and electronic means regarding a separate license to Entropic's patents for the

<sup>4</sup> <https://www.cox.com/aboutus/policies/customer-service-agreement.html>  
(accessed October 12, 2022).

<sup>5</sup> The '206 Patent was not included in the list of issued Entropic patents sent on August 9, 2022.

1 field of the standardized networking technology commonly called MoCA, and also  
2 seeking to discuss with Cox a typical non-disclosure agreement. Cox has failed to  
3 respond to either communication.

4 **ENTROPIC’S LEGACY AS A CABLE INNOVATOR**

5 22. Entropic Communications Inc. (“Entropic Inc.”), the predecessor-in-  
6 interest to Entropic as to the Patents-in-Suit, was founded in San Diego, California in  
7 2001 by Dr. Anton Monk, Itzhak Gurantz, Ladd El Wardani, and others. Entropic Inc.  
8 was exclusively responsible for the development of the initial versions of the  
9 Multimedia over Coax Alliance (“MoCA”) standards, including MoCA 1.0, ratified in  
10 2006, MoCA 1.1, ratified in 2007, and was instrumental in the development of MoCA  
11 2.0, ratified in 2010. It also developed Direct Broadcast Satellite (“DBS”) Outdoor Unit  
12 (“ODU”) single wire technology, and System-on-Chip (“SoC”) solutions for set-top  
13 boxes (STBs) in the home television and home video markets.

14 23. Under the technical guidance of Dr. Monk, Entropic Inc. grew to be  
15 publicly listed on the NASDAQ in 2007. After the public listing, the company acquired  
16 RF Magic, Inc. in 2007, a company specializing in DBS ODU technology and related  
17 hardware.

18 24. Additional growth between 2007 and 2015 bolstered the technical  
19 expertise of Entropic Inc. with respect to signal acquisition, stacking, filtering,  
20 processing, and distribution for STBs and cable modems.

21 25. For years, Entropic Inc. pioneered innovative networking technologies, as  
22 well as television and internet related technologies. These technologies simplified the  
23 installation required to support wideband reception of multiple channels for  
24 demodulation, improved home internet performance, and enabled more efficient and  
25 responsive troubleshooting and upstream signal management for cable providers. These  
26 innovations represented significant advances in the field, simplified the implementation  
27 of those advances, and reduced expenses for providers and customers alike.

1           26. In 2015, MaxLinear, Inc. (“MaxLinear”)—a leading provider of radio-  
2 frequency, analog, digital, and mixed-signal semiconductor solutions—acquired  
3 Entropic Inc., and the pioneering intellectual property developed by Dr. Monk and his  
4 team.

5           27. In 2021, Plaintiff Entropic was established and MaxLinear transferred to  
6 Entropic a portfolio of intellectual property representing the Entropic and MaxLinear  
7 innovation in the cable and satellite services markets.

8           28. The Patents-in-Suit are the result of years of research and development in  
9 satellite and cable technology. These innovations are utilized by Cox to provide  
10 enhanced and expanded services to customers, which in turn has increased revenues for  
11 Cox while at the same time reducing costs.

12           29. Entropic filed a patent infringement suit against Charter Communications,  
13 Inc. (“Charter”) in the Eastern District of Texas, Case No. 2:22-CV-00125-JRG, on  
14 April 27, 2022, asserting the ’775 Patent, the ’690 Patent, the ’008 Patent, the ’362  
15 Patent, the ’826 Patent, and the ’682 Patent against Charter’s provision of cable  
16 television and internet services, cable modem products and STBs. Upon information  
17 and belief, Cox analyzed the causes of action, the asserted patents, and its own products’  
18 functionality in light of those patents.

19           30. Upon information and belief, Cox analyzed the causes of action in the  
20 Charter Suit and the asserted patents.

21           31. Upon information and belief, Cox analyzed its products’ functionality in  
22 light of the patents asserted in the Charter Suit.

23           32. Upon information and belief, Cox monitored the ongoing prosecution of  
24 the ’362 Patent family, and therefore was aware the ’866 Patent issued on July 5, 2022,  
25 and the ’206 Patent issued on July 26, 2022.

26           33. Upon information and belief, Cox analyzed its products’ functionality in  
27 light of the ’866 Patent.



1 CVA4004, ARRIS / Surfboard TM3402, ARRIS / Surfboard G36, ARRIS / Surfboard  
2 G54, ARRIS / Surfboard S33, ARRIS / Surfboard CM8200, ARRIS / Surfboard G34,  
3 ARRIS / Surfboard SB8200, ARRIS / Surfboard DG2460, ARRIS TM9202, Hitron  
4 CODA56, Hitron CODA, Humax HGD310, Motorola B12, Motorola MB8611,  
5 Motorola MG8725, Motorola MB8600, Motorola MG8702, Netgear CM2000, Netgear  
6 C7800, Netgear CAX30, Netgear CAX80, Netgear CBR750, Netgear CM1000, Netgear  
7 CM1000v2, Netgear CM1100, Netgear CM1200, Netgear CM2500, Netgear CM3000,  
8 Ubiquiti UCI, ARRIS / Surfboard TG2472, ARRIS / Surfboard SBG7400AC2, ARRIS  
9 / Surfboard SBG7600AC2, Motorola MB7621, Motorola MG7700, Netgear C6900,  
10 Netgear C7000v2, Netgear C7500, Netgear CBR40, Netgear CM600, Netgear CM700,  
11 TP-LINK TC-7650, ARRIS / Surfboard SB6183, ARRIS / Surfboard SBG6900, Asus  
12 CM16, Motorola MB7420, Motorola MG7540, Motorola MG7550, Netgear C6230,  
13 Netgear C6250, Netgear C6300, Netgear C6300v2, Netgear CM500, TP-LINK TC-  
14 7620, TP-LINK CR500, TP-LINK CR700, TP-LINK CR1900, SMC D3CM1604,  
15 Zoom 5370, and products that operate in a similar manner (“Accused Cable Modem  
16 Products”), as well as the Arris AX013ANC STB, Arris AX013ANM STB, Pace  
17 PX022ANC STB, Pace PX022ANM STB, Samsung SX022ANC STB, Samsung  
18 SX022ANM STB, and products that operate in a similar manner (“Accused Set Top  
19 Products”)<sup>6</sup>.

20 40. Upon information and belief, Cox Communications, CoxCom and Cox  
21 California, by themselves and/or through their agents, offer various telecommunication  
22 services throughout the United States. Cox operates and maintains a nationwide  
23

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24 <sup>6</sup> Entropic provided its initial infringement contentions for the ’775, ’690, ’008, ’362,  
25 ’826, ’682, ’866, and ’206 Patents on September 15, 2023. Entropic provided its initial  
26 infringement contentions for the ’438 and ’275 Patents on November 3, 2023. Entropic  
27 has revised this First Amended Complaint to reflect the initial infringement contentions,  
28 which include references to certain documents provided in discovery to Cox by Entropic.

1 television and data network through which Cox sells, leases, and offers for sale or lease  
2 products and services, including the Accused Services, Accused Cable Modem Products  
3 and Accused Set Top Products, to businesses, consumers, and government agencies.  
4 Through its subsidiaries, Cox Communications offers to sell, sells, and provides Cox  
5 branded products and services, including cable modems, set top boxes, and digital  
6 video, audio, and other content services to customers. Subscribers to Cox's television  
7 services receive one or more receivers and/or set-top boxes within this District.  
8 Subscribers to Cox's internet services receive one or more cable modems within this  
9 District.

10 41. Upon information and belief, those services are provided through and  
11 using the Accused Cable Modem Products and Accused Set Top Products.

12 42. Upon information and belief, Cox Communications, CoxCom and Cox  
13 California, by themselves and/or through their agents, own, and/or operate their  
14 businesses through *inter alia*, offices, storefronts, and/or other operational locations  
15 within this District including, for example, at Cox stores located at 6234 Irvine Blvd.,  
16 Irvine, California 92620; 6771 Quail Hill Pkwy., Irvine, California 92603; 23704 El  
17 Toro Rd., Lake Forest, California 92630; 27321 La Paz Rd. Suite B, Laguna Niguel,  
18 California 92677; and 30652 Santa Margarita Pkwy F-101B, Rancho Santa Margarita,  
19 California 92688. Cox holds out these locations as its own through the use of branding  
20 on the locations themselves.

21 43. Cox Communications lists these storefronts on its website and holds them  
22 out as places where customers can obtain the Accused Services, Accused Cable Modem  
23 Products and Accused Set Top Products.

24 44. Upon information and belief, Cox Communications, CoxCom and Cox  
25 California, by themselves and/or through their agents, own and/or lease the premises  
26 where these Cox stores are located.

27 45. Upon information and belief, these Cox stores are staffed by persons  
28 directly employed by Cox, many of whom live in this District.

1           46. Upon information and belief, one or more of the defendants has engaged  
2 in regular and established business at physical places within this District such as at these  
3 Cox stores.

4           47. Upon information and belief, Cox employs and/or contracts with persons  
5 and directs them to install, service, repair, and/or replace equipment, as appropriate, in  
6 this District.

7           48. Upon information and belief, in each of these stores and/or service centers,  
8 Cox owns and stores equipment such as the Accused Cable Modem Products and  
9 Accused Set Top Products and demonstrates the Accused Services provided via those  
10 products to Cox customers.

11           49. On the Cox Communications website, Cox has a section regarding the  
12 California Consumer Privacy Notice, which demonstrates that Cox Communications is  
13 purposefully holding itself out as providing products and services in California. Cox  
14 Communications explicitly confirms that this agreement applies to CoxCom and its  
15 “communication related affiliates.” Upon information and belief, such communication  
16 related affiliates include Cox California, and of course, Cox Communications.

17           50. Upon information and belief, Cox Communications and/or CoxCom, by  
18 themselves and/or through their agent, Cox California, provides the Accused Services  
19 throughout the United States and in this District.

20           51. Venue is further proper because Cox has committed and continues to  
21 commit acts of patent infringement in this District, including making, using, offering to  
22 sell, and/or selling Accused Services, Accused Cable Modem Products and Accused Set  
23 Top Products in this District, and/or importing the Accused Cable Modem Products and  
24 Accused Set Top Products into, and thereafter providing Accused Services in, this  
25 District, including by Internet sales and sales via retail and wholesale stores.  
26 Furthermore, for example, Cox deploys Accused Cable Modem Products and Accused  
27 Set Top Products to many thousands of locations (e.g., customer premises) in this  
28 District and subsequently, by means of those instrumentalities, uses the claimed

1 inventions at those locations in this District. Cox infringes by inducing and contributing  
2 to acts of patent infringement in this District and/or committing at least a portion of any  
3 other infringement alleged herein in this District.

4 52. Cox continues to conduct business in this District, including the acts and  
5 activities described in the preceding paragraph.

6 **COUNT I**

7 **(Infringement of the '775 Patent)**

8 53. Entropic incorporates by reference each allegation of Paragraphs 1 through  
9 52.

10 54. Entropic served infringement contentions which included a claim chart for  
11 the '775 Patent on September 15, 2023.

12 55. The '775 Patent duly issued on July 17, 2012 from an application filed  
13 September 30, 2003.

14 56. Entropic owns all substantial rights, interest, and title in and to the  
15 '775 Patent, including the sole and exclusive right to prosecute this action and enforce  
16 the '775 Patent against infringers and to collect damages for all relevant times.

17 57. The '775 Patent generally describes a partitioned cable modem that  
18 performs cable modem functions and data and home networking functions. Functionally  
19 partitioning a cable modem to perform cable modem functions and data and home  
20 networking functions enables a cable modem to incorporate a variety of enhanced  
21 functions. A true and accurate copy of the '775 Patent is attached hereto as Exhibit 1.

22 58. The '775 Patent is directed to patent-eligible subject matter pursuant to  
23 35 U.S.C. § 101.

24 59. The '775 Patent is valid and enforceable, and presumed as such, pursuant  
25 to 35 U.S.C. § 282.

26 60. Cox deploys one or more of the Accused Cable Modem Products in  
27 connection with operating and providing the Accused Services.  
28

1           61. The Accused Cable Modem Products deployed by Cox to customer  
2 premises remain the property of Cox while deployed.

3           62. The Accused Cable Modem Products operate while deployed in a manner  
4 controlled and intended by Cox.

5           63. As set forth in the attached nonlimiting claim chart (Exhibit 2), Cox has  
6 directly infringed and is infringing at least Claims 18 and 19 of the '775 Patent by using,  
7 importing, selling, and/or offering for sale the Accused Cable Modem Products and/or  
8 the Accused Services.

9           64. Each aspect of the functioning of the Accused Cable Modem Products  
10 described in the claim chart operates while deployed to customer premises in a manner  
11 controlled and intended by Cox.

12           65. Cox provides no software, support, or other facility to customers to modify  
13 any aspect of the functioning described in the claim chart of the Accused Cable Modem  
14 Products while deployed to customer premises.

15           66. Cox directly infringes at least Claims 18 and 19 of the '775 Patent by using,  
16 importing, selling, and/or offering for sale the Accused Cable Modem Products (for  
17 example, the Technicolor CGM4141 cable modem) and/or the Accused Services (for  
18 example, utilizing cable modem functions).

19           67. The use of the Accused Cable Modem Products by Cox to, for example,  
20 demonstrate products in brick-and-mortar stores at 6234 Irvine Blvd., Irvine, California  
21 92620; 6771 Quail Hill Pkwy., Irvine, California 92603; 23704 El Toro Rd., Lake  
22 Forest, California 92630; 27321 La Paz Rd. Suite B, Laguna Niguel, California 92677;  
23 30652 Santa Margarita Pkwy. F-101B, Rancho Santa Margarita, California 92688, or  
24 to, for example, test those products, constitute acts of direct infringement of at least  
25 Claims 18 and 19 of the '775 Patent.

26           68. Cox had knowledge of the '775 Patent no later than its receipt of Entropic's  
27 communication sent to Cox on August 9, 2022.

1           69. Cox has been aware that it infringes the '775 Patent no later than its receipt  
2 of Entropic's communication sent to Cox on August 9, 2022.

3           70. Cox has known of or has been willfully blind to the '775 Patent since  
4 before the August 9, 2022 communication from Entropic.

5           71. Cox has been aware that it infringes the '775 Patent since at least as early  
6 as receipt of Entropic's August 9, 2022 communication, attached as Exhibit 17. Since  
7 obtaining knowledge of the '775 Patent and its infringing activities, Cox has failed to  
8 cease its infringing activities.

9           72. Customers and subscribers of Cox infringe at least Claims 18 and 19 of the  
10 '775 Patent by using the claimed system, at least during the use of the Accused Cable  
11 Modem Products.

12           73. Cox actively induces customers' direct infringement. For example, Cox  
13 actively induces infringement of at least Claims 18 and 19 of the '775 Patent by  
14 providing the Accused Cable Modem Products to Cox customers with specific  
15 instructions and/or assistance (including installation) regarding the use of the Accused  
16 Cable Modem Products to infringe the '775 Patent in accordance with the ordinary  
17 course of operation through the provision of the Accused Services. For at least the  
18 above-listed reasons, Cox aids, instructs, supports, and otherwise acts with the intent to  
19 cause an end user to use the Accused Cable Modem Products to infringe at least Claims  
20 18 and 19 of the '775 Patent.

21           74. Cox contributes to the customers' direct infringement. Cox provides  
22 apparatuses, namely the Accused Cable Modem Products, that are used by customers  
23 to directly infringe at least Claims 18 and 19 of the '775 Patent.

24           75. The Accused Cable Modem Products have no substantial noninfringing  
25 uses. When an end user uses the Accused Cable Modem Products to receive the Accused  
26 Services, the end user directly infringes at least Claims 18 and 19 of the '775 Patent.  
27 The Accused Cable Modem Products are especially made or especially adapted for use  
28 in an infringing manner.

76. Cox's inducement of, and contribution to, the direct infringement of at least Claims 18 and 19 of the '775 Patent is continuous and ongoing through acts such as providing the Accused Cable Modem Products to Cox customers, which enables those customers to receive the Accused Services; Cox's provision of the Accused Services; and technical assistance provided by Cox for equipment it provides to its customers in support of the provision of the Accused Services.

77. Cox's infringement of the '775 Patent is, has been, and continues to be willful, intentional, deliberate, and/or in conscious disregard for Entropic's rights under the patent.

78. Entropic has been damaged as a result of the infringing conduct alleged above. Cox is liable to Entropic in an amount that compensates Entropic for Cox's infringement, which by law cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

79. Entropic is aware of no obligation to mark any instrumentality with the '775 Patent in accordance with 35 U.S.C. § 287.

**COUNT II**

### **(Infringement of the '690 Patent)**

80. Entropic incorporates by reference each allegation of Paragraphs 1 through 78.

81. Entropic served infringement contentions which included a claim chart for the '690 Patent on September 15, 2023.

82. The '690 Patent duly issued on October 9, 2012 from an application filed December 10, 2009, and, *inter alia* a provisional application filed May 19, 2009 and a provisional application filed December 15, 2008.

83. Entropic owns all substantial rights, interest, and title in and to the '690 Patent, including the sole and exclusive right to prosecute this action and enforce the '690 Patent against infringers and to collect damages for all relevant times.

1           84. The '690 Patent generally describes the process of generating probe  
2 transmissions in response to a request from a receiving node of a network, wherein the  
3 probe request specifies a plurality of parameters that specify content payload of the  
4 probe transmission, and a second node to receive the probe transmission, which  
5 enhances flexibility and therefore, improves the receiving node's ability to efficiently  
6 recognize the precise form of the transmitted probe. A true and accurate copy of the  
7 '690 Patent is attached hereto as Exhibit 3.

8           85. The '690 Patent is directed to patent-eligible subject matter pursuant to  
9 35 U.S.C. § 101.

10          86. The '690 Patent is valid and enforceable, and presumed as such, pursuant  
11 to 35 U.S.C. § 282.

12          87. Cox deploys one or more of the Accused Cable Modem Products in  
13 connection with operating and providing the Accused Services.

14          88. The Accused Cable Modem Products deployed by Cox to customer  
15 premises remain the property of Cox while deployed.

16          89. The Accused Cable Modem Products operate while deployed in a manner  
17 controlled and intended by Cox.

18          90. As set forth in the attached nonlimiting claim chart (Exhibit 4), Cox has  
19 directly infringed and is infringing at least Claims 7 and 8 of the '690 Patent by using,  
20 importing, selling, and/or offering for sale the Accused Cable Modem Products and/or  
21 the Accused Services.

22          91. Each aspect of the functioning of the Accused Cable Modem Products  
23 described in the claim chart operates while deployed to customer premises in a manner  
24 controlled and intended by Cox.

25          92. Cox provides no software, support, or other facility to customers to modify  
26 any aspect of the functioning described in the claim chart of the Accused Cable Modem  
27 Products while deployed to customer premises.

1           93. Cox directly infringes at least Claims 7 and 8 of the '690 Patent by using,  
2 importing, selling, and/or offering for sale the Accused Cable Modem Products (for  
3 example, the Technicolor CGM4141 cable modem) and/or the Accused Services (for  
4 example, performing bidirectional communication with cable modems).

5           94. The use of the Accused Services by Cox to, for example, demonstrate  
6 products in brick-and-mortar stores at 66234 Irvine Blvd., Irvine, California 92620;  
7 6771 Quail Hill Pkwy., Irvine, California 92603; 23704 El Toro Rd., Lake Forest,  
8 California 92630; 27321 La Paz Rd. Suite B, Laguna Niguel, California 92677; 30652  
9 Santa Margarita Pkwy. F-101B, Rancho Santa Margarita, California 92688, or to, for  
10 example, test those products, constitute acts of direct infringement of at least Claims 7  
11 and 8 of the '690 Patent.

12           95. Cox had knowledge of the '690 Patent no later than its receipt of Entropic's  
13 communication sent to Cox on August 9, 2022.

14           96. Cox has been aware that it infringes the '690 Patent no later than its receipt  
15 of Entropic's communication sent to Cox on August 9, 2022.

16           97. Cox has known of or has been willfully blind to the '690 Patent since  
17 before the August 9, 2022 communication from Entropic.

18           98. Cox has been aware that it infringes the '690 Patent since at least as early  
19 as receipt of Entropic's August 9, 2022 communication, attached as Exhibit 17. Since  
20 obtaining knowledge of the '690 Patent and its infringing activities, Cox has failed to  
21 cease its infringing activities.

22           99. Customers and subscribers of Cox infringe at least Claims 7 and 8 of the  
23 '690 Patent by using the claimed method, at least during receipt of the Accused Services  
24 utilizing, for example, the Accused Cable Modem Products.

25           100. Cox actively induces customers' direct infringement. For example, Cox  
26 actively induces infringement of at least Claims 7 and 8 of the '690 Patent by providing  
27 the Accused Cable Modem Products to Cox customers with specific instructions and/or  
28 assistance (including installation) regarding the use of the Accused Cable Modem

1 Products to infringe the '690 Patent in accordance with the ordinary course of operation  
2 through the provision of the Accused Services. Cox provides the cable modem functions  
3 claimed by the '690 Patent via the Accused Services, which enable and induce its  
4 customers to directly infringe the '690 Patent. For at least the above-listed reasons, Cox  
5 aids, instructs, supports, and otherwise acts with the intent to cause an end user to use  
6 the Accused Cable Modem Products to infringe at least Claims 7 and 8 of the '690  
7 Patent.

8 101. Cox contributes to the customers' direct infringement. Cox provides  
9 apparatuses, namely the Accused Cable Modem Products, that are used by customers  
10 to directly infringe at least Claims 7 and 8 of the '690 Patent.

11 102. The Accused Cable Modem Products have no substantial noninfringing  
12 uses. When an end user uses the Accused Cable Modem Products to receive the Accused  
13 Services, the end user directly infringes at least Claims 7 and 8 of the '690 Patent. The  
14 Accused Cable Modem Products are especially made or especially adapted for use in  
15 an infringing manner.

16 103. Cox's inducement of, and contribution to, the direct infringement of at  
17 least Claims 7 and 8 of the '690 Patent is continuous and ongoing through acts such as  
18 providing the Accused Cable Modem Products to Cox customers, which enables those  
19 customers to receive the Accused Services; Cox's provision of the Accused Services;  
20 and technical assistance provided by Cox for equipment it provides to its customers in  
21 support of the provision of the Accused Services.

22 104. Cox's infringement of the '690 Patent is, has been, and continues to be  
23 willful, intentional, deliberate, and/or in conscious disregard for Entropic's rights under  
24 the patent.

25 105. Entropic has been damaged as a result of the infringing conduct alleged  
26 above. Cox is liable to Entropic in an amount that compensates Entropic for Cox's  
27 infringement, which by law cannot be less than a reasonable royalty, together with  
28 interest and costs as fixed by this Court under 35 U.S.C. § 284.

1 106. No apparatus claims of the '690 Patent are presently asserted. Accordingly,  
2 there is no duty to mark pursuant to 35 U.S.C. § 287.

3 **COUNT III**

4 **(Infringement of the '008 Patent)**

5 107. Entropic incorporates by reference each allegation of Paragraphs 1 through  
6 104.

7 108. Entropic served infringement contentions which included a claim chart for  
8 the '008 Patent on September 15, 2023.

9 109. The '008 Patent duly issued on July 29, 2014 from an application filed  
10 September 10, 2012, and, *inter alia* a provisional application filed September 8, 2011.

11 110. Entropic owns all substantial rights, interest, and title in and to the '008  
12 Patent, including the sole and exclusive right to prosecute this action and enforce the  
13 '008 Patent against infringers and to collect damages for all relevant times.

14 111. The '008 Patent generally describes a system that receives a signal having  
15 a plurality of channels, digitizes the received signal, and reports certain signal  
16 characteristics to the source of the received signal. A true and accurate copy of the '008  
17 Patent is attached hereto as Exhibit 5.

18 112. The '008 Patent is directed to patent-eligible subject matter pursuant to  
19 35 U.S.C. § 101.

20 113. The '008 Patent is valid and enforceable, and presumed as such, pursuant  
21 to 35 U.S.C. § 282.

22 114. Cox deploys one or more of the Accused Cable Modem Products and  
23 Accused Set Top Products in connection with operating and providing the Accused  
24 Services.

25 115. The Accused Cable Modem Products and Accused Set Top Products  
26 deployed by Cox to customer premises remain the property of Cox while deployed.

27 116. The Accused Cable Modem Products and Accused Set Top Products  
28 operate while deployed in a manner controlled and intended by Cox.

1 117. As set forth in the attached nonlimiting claim chart (Exhibit 6), Cox has  
2 directly infringed and is infringing at least Claims 1-6, 9 and 10 of the '008 Patent by  
3 using, importing, selling, and/or offering for sale the Accused Set Top Products and/or  
4 the Accused Services.

5 118. Each aspect of the functioning of the Accused Cable Modem Products and  
6 Accused Set Top Products described in the claim chart operates while deployed to  
7 customer premises in a manner controlled and intended by Cox.

8 119. Cox provides no software, support, or other facility to customers to modify  
9 any aspect of the functioning described in the claim chart of the Accused Set Top  
10 Products while deployed to customer premises.

11 120. Cox directly infringes at least Claims 1-6, 9, and 10 of the '008 Patent by  
12 using, importing, selling, and/or offering for sale the Accused Cable Modem Products  
13 (for example, the Technicolor CGM4141 cable modem), Accused Set Top Products (for  
14 example, the Arris AX013ANM STB), and/or the Accused Services (for example,  
15 monitoring signals by the Accused Cable Modem Products and Accused Set Top  
16 Products).

17 121. The use of the Accused Cable Modem Products and Accused Set Top  
18 Products by Cox to, for example, demonstrate products in brick-and-mortar stores at  
19 66234 Irvine Blvd., Irvine, California 92620; 6771 Quail Hill Pkwy., Irvine, California  
20 92603; 23704 El Toro Rd., Lake Forest, California 92630; 27321 La Paz Rd. Suite B,  
21 Laguna Niguel, California 92677; 30652 Santa Margarita Pkwy. F-101B, Rancho Santa  
22 Margarita, California 92688, or to, for example, test those products, constitute acts of  
23 direct infringement of at least Claims 1-6, 9, and 10 of the '008 Patent.

24 122. Cox had knowledge of the '008 Patent no later than its receipt of Entropic's  
25 communication sent to Cox on August 9, 2022.

26 123. Cox has been aware that it infringes the '008 Patent no later than its receipt  
27 of Entropic's communication sent to Cox on August 9, 2022.  
28

1 124. Cox has known of or has been willfully blind to the '008 Patent since  
2 before the August 9, 2022 communication from Entropic.

3 125. Cox has been aware that it infringes the '008 Patent since at least as early  
4 as receipt of Entropic's August 9, 2022 communication, attached as Exhibit 17. Since  
5 obtaining knowledge of the '008 Patent and its infringing activities, Cox has failed to  
6 cease its infringing activities.

7 126. Customers and subscribers of Cox infringe at least Claims 1-6, 9, and 10  
8 of the '008 Patent by using the claimed system, at least during the use of the Accused  
9 Cable Modem Products (for example, the Technicolor CGM4141 cable modem) and  
10 Accused Set Top Products (for example, the Arris AX013ANM STB).

11 127. Cox actively induces customers' direct infringement. For example, Cox  
12 actively induces infringement of at least Claims 1-6, 9 and 10 of the '008 Patent by  
13 providing the Accused Cable Modem Products and Accused Set Top Products to Cox  
14 customers with specific instructions and/or assistance (including installation) regarding  
15 the use of the Accused Cable Modem Products and Accused Set Top Products to  
16 infringe the '008 Patent in accordance with the ordinary course of operation through the  
17 provision of the Accused Services. Cox provides the full band digital tuning and signal  
18 monitoring functions claimed by the '008 Patent via the Accused Services, which enable  
19 and induce its customers to directly infringe the '008 Patent. For at least the above-  
20 listed reasons, Cox aids, instructs, supports, and otherwise acts with the intent to cause  
21 an end user to use the Accused Set Top Products to infringe at least Claims 1-6, 9, and  
22 10 of the '008 Patent.

23 128. Cox contributes to the customers' direct infringement. Cox provides  
24 apparatuses, namely the Accused Cable Modem Products and Accused Set Top  
25 Products, that are used by customers to directly infringe at least Claims 1-6, 9, and 10  
26 of the '008 Patent.

27 129. The Accused Cable Modem Products and Accused Set Top Products have  
28 no substantial noninfringing uses. When an end user uses the Accused Cable Modem

1 Products and Accused Set Top Products to receive the Accused Services, the end user  
2 directly infringes at least Claims 1-6, 9, and 10 of the '008 Patent. The Accused Cable  
3 Modem Products and Accused Set Top Products are especially made or especially  
4 adapted for use in an infringing manner.

5 130. Cox's inducement of, and contribution to, the direct infringement of at  
6 least Claims 1-6, 9, and 10 of the '008 Patent is continuous and ongoing through acts  
7 such as providing the Accused Cable Modem Products and Accused Set Top Products  
8 to Cox customers, which enables those customers to receive the Accused Services;  
9 Cox's provision of the Accused Services; and technical assistance provided by Cox for  
10 equipment it provides to its customers in support of the provision of the Accused  
11 Services.

12 131. Cox's infringement of the '008 Patent is, has been, and continues to be  
13 willful, intentional, deliberate, and/or in conscious disregard for Entropic's rights under  
14 the patent.

15 132. Entropic has been damaged as a result of the infringing conduct alleged  
16 above. Cox is liable to Entropic in an amount that compensates Entropic for Cox's  
17 infringement, which by law cannot be less than a reasonable royalty, together with  
18 interest and costs as fixed by this Court under 35 U.S.C. § 284.

19 133. Entropic is aware of no obligation to mark any instrumentality with the  
20 '008 Patent in accordance with 35 U.S.C. § 287.

#### 21 **COUNT IV**

#### 22 **(Infringement of the '362 Patent)**

23 134. Entropic incorporates by reference each allegation of Paragraphs 1 through  
24 130.

25 135. Entropic served infringement contentions which included a claim chart for  
26 the '362 Patent on September 15, 2023.

1           136. The '362 Patent duly issued on December 8, 2015 from an application filed  
2 February 5, 2015, an application filed August 8, 2013, an application filed April 19,  
3 2010, and, *inter alia* a provisional application filed April 17, 2009.

4           137. Entropic owns all substantial rights, interest, and title in and to the '362  
5 Patent, including the sole and exclusive right to prosecute this action and enforce the  
6 '362 Patent against infringers and to collect damages for all relevant times.

7           138. The '362 Patent generally describes a wideband receiver system that down  
8 converts a plurality of frequencies including desired television channels and undesired  
9 television channels, digitizes frequencies, selects desired television channels from the  
10 frequencies, and outputs the selected television channels to a demodulator as a digital  
11 data stream. A true and accurate copy of the '362 Patent is attached hereto as Exhibit 7.

12           139. The '362 Patent is directed to patent-eligible subject matter pursuant to  
13 35 U.S.C. § 101.

14           140. The '362 Patent is valid and enforceable, and presumed as such, pursuant  
15 to 35 U.S.C. § 282.

16           141. Cox deploys one or more of the Accused Set Top Products in connection  
17 with operating and providing the Accused Services.

18           142. The Accused Set Top Products deployed by Cox to customer premises  
19 remain the property of Cox while deployed.

20           143. The Accused Set Top Products operate while deployed in a manner  
21 controlled and intended by Cox.

22           144. As set forth in the attached nonlimiting claim chart (Exhibit 8), Cox has  
23 directly infringed and is infringing at least Claims 11 and 12 of the '362 Patent by using,  
24 importing, selling, and/or offering for sale the Accused Set Top Products and/or the  
25 Accused Services.

26           145. Each aspect of the functioning of the Accused Set Top Products described  
27 in the claim chart operates while deployed to customer premises in a manner controlled  
28 and intended by Cox.

1           146. Cox provides no software, support, or other facility to customers to modify  
2 any aspect of the functioning described in the claim chart of the Accused Set Top  
3 Products while deployed to customer premises.

4           147. Cox directly infringes at least Claims 11 and 12 of the '362 Patent by using,  
5 importing, selling, and/or offering for sale the Accused Set Top Products (for example,  
6 the Arris AX013ANM STB) and/or the Accused Services (for example, digitizing and  
7 selecting desired television channels provided by Cox).

8           148. The use of the Accused Set Top Products by Cox to, for example,  
9 demonstrate products in brick-and-mortar stores at 66234 Irvine Blvd., Irvine,  
10 California 92620; 6771 Quail Hill Pkwy., Irvine, California 92603; 23704 El Toro Rd.,  
11 Lake Forest, California 92630; 27321 La Paz Rd. Suite B, Laguna Niguel, California  
12 92677; 30652 Santa Margarita Pkwy. F-101B, Rancho Santa Margarita, California  
13 92688, or to, for example, test those products, constitute acts of direct infringement of  
14 at least Claims 11 and 12 of the '362 Patent.

15           149. Cox had knowledge of the '362 Patent no later than its receipt of Entropic's  
16 communication sent to Cox on August 9, 2022.

17           150. Cox has been aware that it infringes the '362 Patent no later than its receipt  
18 of Entropic's communication sent to Cox on August 9, 2022.

19           151. Cox has known of or has been willfully blind to the '362 Patent since  
20 before the August 9, 2022 communication from Entropic.

21           152. Cox has been aware that it infringes the '362 Patent since at least as early  
22 as receipt of Entropic's August 9, 2022 communication, attached as Exhibit 17. Since  
23 obtaining knowledge of the '362 Patent and its infringing activities, Cox has failed to  
24 cease its infringing activities.

25           153. Customers and subscribers of Cox infringe at least Claims 11 and 12 of the  
26 '362 Patent by using the claimed system, at least during the use of the Accused Set Top  
27 Products.

1           154. Cox actively induces customers' direct infringement. For example, Cox  
2 actively induces infringement of at least Claims 11 and 12 of the '362 Patent by  
3 providing the Accused Set Top Products to Cox customers with specific instructions  
4 and/or assistance (including installation) regarding the use of the Accused Set Top  
5 Products to infringe the '362 Patent in accordance with the ordinary course of operation  
6 through the provision of the Accused Services. Cox provides the television channel  
7 digitization, selection, and output functions claimed by the '362 Patent via the Accused  
8 Services, which enable and induce its customers to directly infringe the '362 Patent. For  
9 at least the above-listed reasons, Cox aids, instructs, supports, and otherwise acts with  
10 the intent to cause an end user to use the Accused Set Top Products to infringe at least  
11 Claims 11 and 12 of the '362 Patent.

12           155. Cox contributes to the customers' direct infringement. Cox provides  
13 apparatuses, namely the Accused Set Top Products, that are used by customers to  
14 directly infringe at least Claims 11 and 12 of the '362 Patent.

15           156. The Accused Set Top Products have no substantial noninfringing uses.  
16 When an end user uses the Accused Set Top Products to receive the Accused Services,  
17 the end user directly infringes at least Claims 11 and 12 of the '362 Patent. The Accused  
18 Set Top Products are especially made or especially adapted for use in an infringing  
19 manner.

20           157. Cox's inducement of, and contribution to, the direct infringement of at  
21 least Claims 11 and 12 of the '362 Patent is continuous and ongoing through acts such  
22 as providing the Accused Set Top Products to Cox customers, which enables those  
23 customers to receive the Accused Services; Cox's provision of the Accused Services;  
24 and technical assistance provided by Cox for equipment it provides to its customers in  
25 support of the provision of the Accused Services.

26           158. Cox's infringement of the '362 Patent is, has been, and continues to be  
27 willful, intentional, deliberate, and/or in conscious disregard for Entropic's rights under  
28 the patent.

159. Entropic has been damaged as a result of the infringing conduct alleged above. Cox is liable to Entropic in an amount that compensates Entropic for Cox's infringement, which by law cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

160. No apparatus claims of the '362 Patent are presently asserted. Accordingly, there is no duty to mark pursuant to 35 U.S.C. § 287.

**COUNT V**

### (Infringement of the '826 Patent)

161. Entropic incorporates by reference each allegation of Paragraphs 1 through 156.

162. Entropic served infringement contentions which included a claim chart for the '826 Patent on September 15, 2023.

163. The '826 Patent duly issued on November 21, 2017 from an application filed November 23, 2015, an application filed July 28, 2014, an application filed September 10, 2012, and, *inter alia* a provisional application filed September 8, 2011.

164. Entropic owns all substantial rights, interest, and title in and to the '826 Patent, including the sole and exclusive right to prosecute this action and enforce the '826 Patent against infringers and to collect damages for all relevant times.

165. The '826 Patent generally describes a system that receives a signal having a plurality of channels, digitizes the received signal, and reports certain signal characteristics to the source of the received signal. A true and accurate copy of the '826 Patent is attached hereto as Exhibit 9.

166. The '826 Patent is directed to patent-eligible subject matter pursuant to 35 U.S.C. § 101.

167. The '826 Patent is valid and enforceable, and presumed as such, pursuant to 35 U.S.C. § 282.

1           168. Cox deploys one or more of the Accused Cable Modem Products and  
2 Accused Set Top Products in connection with operating and providing the Accused  
3 Services.

4           169. The Accused Cable Modem Products and Accused Set Top Products  
5 deployed by Cox to customer premises remain the property of Cox while deployed.

6           170. The Accused Cable Modem Products and Accused Set Top Products  
7 operate while deployed in a manner controlled and intended by Cox.

8           171. As set forth in the attached nonlimiting claim chart (Exhibit 10), Cox has  
9 directly infringed and is infringing at least Claims 1-4, 6, 8, and 9 of the '826 Patent by  
10 using, importing, selling, and/or offering for sale the Accused Cable Modem Products,  
11 Accused Set Top Products and/or the Accused Services.

12           172. Each aspect of the functioning of the Accused Cable Modem Products and  
13 Accused Set Top Products described in the claim chart operates while deployed to  
14 customer premises in a manner controlled and intended by Cox.

15           173. Cox provides no software, support, or other facility to customers to modify  
16 any aspect of the functioning described in the claim chart of the Accused Cable Modem  
17 Products and Accused Set Top Products while deployed to customer premises.

18           174. Cox directly infringes at least Claims 1-4, 6, 8, and 9 of the '826 Patent by  
19 using, importing, selling, and/or offering for sale the Accused Cable Modem Products  
20 and Accused Set Top Products (for example, the Technicolor CGM4141 cable modem)  
21 and/or the Accused Services (for example, monitoring signals by the Accused Cable  
22 Modem Products and Accused Set Top Products).

23           175. The use of the Accused Cable Modem Products and Accused Set Top  
24 Products by Cox to, for example, demonstrate products in brick-and-mortar stores at  
25 66234 Irvine Blvd., Irvine, California 92620; 6771 Quail Hill Pkwy., Irvine, California  
26 92603; 23704 El Toro Rd., Lake Forest, California 92630; 27321 La Paz Rd. Suite B,  
27 Laguna Niguel, California 92677; 30652 Santa Margarita Pkwy. F-101B, Rancho Santa  
28

1 Margarita, California 92688, or to, for example, test those products, constitute acts of  
2 direct infringement of at least Claims 1-4, 6, 8, and 9 of the '826 Patent.

3 176. Cox had knowledge of the '826 Patent no later than its receipt of Entropic's  
4 communication sent to Cox on August 9, 2022.

5 177. Cox has been aware that it infringes the '826 Patent no later than its receipt  
6 of Entropic's communication sent to Cox on August 9, 2022.

7 178. Cox has known of or has been willfully blind to the '826 Patent since  
8 before the August 9, 2022 communication from Entropic.

9 179. Cox has been aware that it infringes the '826 Patent since at least as early  
10 as receipt of Entropic's August 9, 2022 communication, attached as Exhibit 17. Since  
11 obtaining knowledge of the '826 Patent and its infringing activities, Cox has failed to  
12 cease its infringing activities.

13 180. Customers and subscribers of Cox infringe at least Claims 1-4, 6, 8, and 9  
14 of the '826 Patent by using the claimed system, at least during the use of the Accused  
15 Cable Modem Products and Accused Set Top Products.

16 181. Cox actively induces customers' direct infringement. For example, Cox  
17 actively induces infringement of at least Claims 1-4, 6, 8, and 9 of the '826 Patent by  
18 providing the Accused Cable Modem Products and Accused Set Top Products to Cox  
19 customers with specific instructions and/or assistance (including installation) regarding  
20 the use of the Accused Cable Modem Products and Accused Set Top Products to  
21 infringe the '826 Patent in accordance with the ordinary course of operation through the  
22 provision of the Accused Services. Cox provides the signal monitoring claimed by the  
23 '826 Patent via the Accused Services, which enable and induce its customers to directly  
24 infringe the '826 Patent. For at least the above-listed reasons, Cox aids, instructs,  
25 supports, and otherwise acts with the intent to cause an end user to use the Accused  
26 Cable Modem Products and Accused Set Top Products to infringe at least Claims 1-4,  
27 6, 8, and 9 of the '826 Patent.

1 182. Cox contributes to the customers' direct infringement. Cox provides  
2 apparatuses, namely the Accused Cable Modem Products and Accused Set Top  
3 Products, that are used by customers to directly infringe at least Claims 1-4, 6, 8, and 9  
4 of the '826 Patent.

5 183. The Accused Cable Modem Products and Accused Set Top Products have  
6 no substantial noninfringing uses. When an end user uses the Accused Cable Modem  
7 Products and Accused Set Top Products to receive the Accused Services, the end user  
8 directly infringes at least Claims 1-4, 6, 8, and 9 of the '826 Patent. The Accused Cable  
9 Modem Products and Accused Set Top Products are especially made or especially  
10 adapted for use in an infringing manner.

11 184. Cox's inducement of, and contribution to, the direct infringement of at  
12 least Claims 1-4, 6, 8, and 9 of the '826 Patent is continuous and ongoing through acts  
13 such as providing the Accused Cable Modem Products and Accused Set Top Products  
14 to Cox customers, which enables those customers to receive the Accused Services;  
15 Cox's provision of the Accused Services; and technical assistance provided by Cox for  
16 equipment it provides to its customers in support of the provision of the Accused  
17 Services.

18 185. Cox's infringement of the '826 Patent is, has been, and continues to be  
19 willful, intentional, deliberate, and/or in conscious disregard for Entropic's rights under  
20 the patent.

21 186. Entropic has been damaged as a result of the infringing conduct alleged  
22 above. Cox is liable to Entropic in an amount that compensates Entropic for Cox's  
23 infringement, which by law cannot be less than a reasonable royalty, together with  
24 interest and costs as fixed by this Court under 35 U.S.C. § 284.

25 187. No apparatus claims of the '826 Patent are presently asserted. Accordingly,  
26 there is no duty to mark pursuant to 35 U.S.C. § 287.

**COUNT VI**

**(Infringement of the '682 Patent)**

188. Entropic incorporates by reference each allegation of Paragraphs 1 through 182.

189. Entropic served infringement contentions which included a claim chart for the '682 Patent on September 15, 2023.

190. The '682 Patent duly issued on November 20, 2018 from an application filed January 9, 2018, an application filed February 16, 2017, an application filed August 4, 2016, an application filed July 23, 2013, and, *inter alia* a provisional application filed July 23, 2012.

191. Entropic owns all substantial rights, interest, and title in and to the '682 Patent, including the sole and exclusive right to prosecute this action and enforce the '682 Patent against infringers and to collect damages for all relevant times.

192. The '682 Patent generally describes a method performed by a cable modem termination system and/or converged cable access platform, the method including determining a corresponding signal-to-noise-ratio ("SNR") related metric, assigning cable modems to service groups based on a respective corresponding SNR-related metric, generating a composite SNR-related metric based on a worst-case SNR profile, selecting a physical layer communication parameter to be used for communicating with a service group based on a composite SNR-related metric, and communicating with cable modems in the service group using the selected physical layer communication parameter. A true and accurate copy of the '682 Patent is attached hereto as Exhibit 11.

193. The '682 Patent is directed to patent-eligible subject matter pursuant to 35 U.S.C. § 101.

194. The '682 Patent is valid and enforceable, and presumed as such, pursuant to 35 U.S.C. § 282.

195. Cox deploys one or more of the Accused Cable Modem Products in connection with operating and providing the Accused Services.

1           196. The Accused Cable Modem Products deployed by Cox to customer  
2 premises remain the property of Cox while deployed.

3           197. The Accused Cable Modem Products operate while deployed in a manner  
4 controlled and intended by Cox.

5           198. As set forth in the attached nonlimiting claim chart (Exhibit 12), Cox has  
6 directly infringed and is infringing at least Claims 1-5 and 9 of the '682 Patent by using,  
7 importing, selling, and/or offering for sale the Accused Services.

8           199. Each aspect of the functioning of the Accused Cable Modem Products  
9 described in the claim chart operates while deployed to customer premises in a manner  
10 controlled and intended by Cox.

11           200. Cox provides no software, support, or other facility to customers to modify  
12 any aspect of the functioning described in the claim chart of the Accused Cable Modem  
13 Products while deployed to customer premises.

14           201. Cox directly infringes at least Claims 1-5 and 9 of the '682 Patent by using,  
15 importing, selling, and/or offering for sale the Accused Services, which utilize cable  
16 modem termination systems and/or converged cable access platforms that communicate  
17 with the Accused Cable Modem Products (for example, the Technicolor CGM4141  
18 cable modem).

19           202. The use of the Accused Services by Cox to, for example, demonstrate  
20 products in brick-and-mortar stores at 66234 Irvine Blvd., Irvine, California 92620;  
21 6771 Quail Hill Pkwy., Irvine, California 92603; 23704 El Toro Rd., Lake Forest,  
22 California 92630; 27321 La Paz Rd. Suite B, Laguna Niguel, California 92677; 30652  
23 Santa Margarita Pkwy. F-101B, Rancho Santa Margarita, California 92688, or to, for  
24 example, test those products, constitute acts of direct infringement of at least Claims 1-  
25 5 and 9 of the '682 Patent.

26           203. Cox had knowledge of the '682 Patent no later than its receipt of Entropic's  
27 communication sent to Cox on August 9, 2022.

1 204. Cox has been aware that it infringes the '682 Patent no later than its receipt  
2 of Entropic's communication sent to Cox on August 9, 2022.

3 205. Cox has known of or has been willfully blind to the '682 Patent since  
4 before the August 9, 2022 communication from Entropic.

5 206. Cox has been aware that it infringes the '682 Patent since at least as early  
6 as receipt of Entropic's August 9, 2022 communication, attached as Exhibit 17. Since  
7 obtaining knowledge of the '682 Patent and its infringing activities, Cox has failed to  
8 cease its infringing activities.

9 207. Cox's infringement of the '682 Patent is, has been, and continues to be  
10 willful, intentional, deliberate, and/or in conscious disregard for Entropic's rights under  
11 the patent.

12 208. Entropic has been damaged as a result of the infringing conduct alleged  
13 above. Cox is liable to Entropic in an amount that compensates Entropic for Cox's  
14 infringement, which by law cannot be less than a reasonable royalty, together with  
15 interest and costs as fixed by this Court under 35 U.S.C. § 284.

16 209. No apparatus claims of the '682 Patent are presently asserted. Accordingly,  
17 there is no duty to mark pursuant to 35 U.S.C. § 287.

18 **COUNT VII**

19 **(Infringement of the '866 Patent)**

20 210. Entropic incorporates by reference each allegation of Paragraphs 1 through  
21 203.

22 211. Entropic served infringement contentions which included a claim chart for  
23 the '866 Patent on September 15, 2023.

24 212. The '866 Patent duly issued on July 5, 2022 from an application filed  
25 January 28, 2022, an application filed March 30, 2021, an application filed June 4, 2019,  
26 an application filed October 24, 2017, an application filed November 23, 2015, an  
27 application filed February 10, 2015, an application filed August 8, 2013, an application  
28 filed April 19, 2010, and, *inter alia* a provisional application filed April 17, 2009.

1           213. Entropic owns all substantial rights, interest, and title in and to the '866  
2 Patent, including the sole and exclusive right to prosecute this action and enforce the  
3 '866 Patent against infringers and to collect damages for all relevant times.

4           214. The '866 Patent generally describes a cable television device that digitizes  
5 an entire input signal, concurrently selects a plurality of desired channels from the  
6 digitized input signal without selecting any undesired channels, and provides the  
7 plurality of desired channels. A true and accurate copy of the '866 Patent is attached  
8 hereto as Exhibit 13.

9           215. The '866 Patent is directed to patent-eligible subject matter pursuant to  
10 35 U.S.C. § 101.

11           216. The '866 Patent is valid and enforceable, and presumed as such, pursuant  
12 to 35 U.S.C. § 282.

13           217. Cox deploys one or more of the Accused Set Top Products in connection  
14 with operating and providing the Accused Services.

15           218. The Accused Set Top Products deployed by Cox to customer premises  
16 remain the property of Cox while deployed.

17           219. The Accused Set Top Products operate while deployed in a manner  
18 controlled and intended by Cox.

19           220. As set forth in the attached nonlimiting claim chart (Exhibit 14), Cox has  
20 directly infringed and is infringing at least Claims 27, 28, 33, 36, 37, 41, 42, 47, 50, and  
21 51 of the '866 Patent by using, importing, selling, and/or offering for sale the Accused  
22 Set Top Products and/or the Accused Services.

23           221. Each aspect of the functioning of the Accused Set Top Products described  
24 in the claim chart operates while deployed to customer premises in a manner controlled  
25 and intended by Cox.

26           222. Cox provides no software, support, or other facility to customers to modify  
27 any aspect of the functioning described in the claim chart of the Accused Set Top  
28 Products while deployed to customer premises.

1           223. Cox directly infringes at least Claims 27, 28, 33, 36, 37, 41, 42, 47, 50, and  
2 51 of the '866 Patent by using, importing, selling, and/or offering for sale the Accused  
3 Set Top Products (for example, the Arris AX013ANM STB) and/or the Accused  
4 Services (for example, digitizing and selecting desired television channels from an input  
5 signal).

6           224. The use of the Accused Set Top Products by Cox to, for example,  
7 demonstrate products in brick-and-mortar stores at 66234 Irvine Blvd., Irvine,  
8 California 92620; 6771 Quail Hill Pkwy., Irvine, California 92603; 23704 El Toro Rd.,  
9 Lake Forest, California 92630; 27321 La Paz Rd. Suite B, Laguna Niguel, California  
10 92677; 30652 Santa Margarita Pkwy. F-101B, Rancho Santa Margarita, California  
11 92688, or to, for example, test those products, constitute acts of direct infringement of  
12 at least Claims 27, 28, 33, 36, 37, 41, 42, 47, 50, and 51 of the '866 Patent.

13           225. Cox had knowledge of the '866 Patent no later than its receipt of Entropic's  
14 communication sent to Cox on August 9, 2022.

15           226. Cox has been aware that it infringes the '866 Patent no later than its receipt  
16 of Entropic's communication sent to Cox on August 9, 2022.

17           227. Cox has known of or has been willfully blind to the '866 Patent since  
18 before the August 9, 2022 communication from Entropic.

19           228. Cox has been aware that it infringes the '866 Patent since at least as early  
20 as receipt of Entropic's August 9, 2022 communication, attached as Exhibit 17. Since  
21 obtaining knowledge of the '866 Patent and its infringing activities, Cox has failed to  
22 cease its infringing activities.

23           229. Customers and subscribers of Cox infringe at least Claims 27, 28, 33, 36,  
24 37, 41, 42, 47, 50, and 51 of the '866 Patent by using the claimed system, at least during  
25 the use of the Accused Set Top Products (for example, the Arris AX013ANM STB).

26           230. Cox actively induces customers' direct infringement. For example, Cox  
27 actively induces infringement of at least Claims 27, 28, 33, 36, 37, 41, 42, 47, 50, and  
28 51 of the '866 Patent by providing the Accused Set Top Products to Cox customers with

1 specific instructions and/or assistance (including installation) regarding the use of the  
2 Accused Set Top Products to infringe the '866 Patent in accordance with the ordinary  
3 course of operation through the provision of the Accused Services. For at least the  
4 above-listed reasons, Cox aids, instructs, supports, and otherwise acts with the intent to  
5 cause an end user to use the Accused Set Top Products to infringe at least Claims 27,  
6 28, 33, 36, 37, 41, 42, 47, 50, and 51 of the '866 Patent.

7 231. Cox contributes to the customers' direct infringement. Cox provides  
8 apparatuses, namely the Accused Set Top Products, that are used by customers to  
9 directly infringe at least Claims 27, 28, 33, 36, 37, 41, 42, 47, 50, and 51 of the '866  
10 Patent.

11 232. The Accused Set Top Products have no substantial noninfringing uses.  
12 When an end user uses the Accused Set Top Products to receive the Accused Services,  
13 the end user directly infringes at least Claims 27, 28, 33, 36, 37, 41, 42, 47, 50, and 51  
14 of the '866 Patent. The Accused Set Top Products are especially made or especially  
15 adapted for use in an infringing manner.

16 233. Cox's inducement of, and contribution to, the direct infringement of at  
17 least Claims 27, 28, 33, 36, 37, 41, 42, 47, 50, and 51 of the '866 Patent is continuous  
18 and ongoing through acts such as providing the Accused Set Top Products to Cox  
19 customers, which enables those customers to receive the Accused Services; Cox's  
20 provision of the Accused Services; and technical assistance provided by Cox for  
21 equipment it provides to its customers in support of the provision of the Accused  
22 Services.

23 234. Cox's infringement of the '866 Patent is, has been, and continues to be  
24 willful, intentional, deliberate, and/or in conscious disregard for Entropic's rights under  
25 the patent.

26 235. Entropic has been damaged as a result of the infringing conduct alleged  
27 above. Cox is liable to Entropic in an amount that compensates Entropic for Cox's  
28

1 infringement, which by law cannot be less than a reasonable royalty, together with  
2 interest and costs as fixed by this Court under 35 U.S.C. § 284.

3 236. Entropic is aware of no obligation to mark any instrumentality with the  
4 '866 Patent in accordance with 35 U.S.C. § 287.

5 **COUNT VIII**

6 **(Infringement of the '206 Patent)**

7 237. Entropic incorporates by reference each allegation of Paragraphs 1 through  
8 229.

9 238. Entropic served infringement contentions which included a claim chart for  
10 the '206 Patent on September 15, 2023.

11 239. The '206 Patent duly issued on July 26, 2022 from an application filed  
12 January 28, 2022, an application filed March 30, 2021, an application filed June 4, 2019,  
13 an application filed October 24, 2017, an application filed November 23, 2015, an  
14 application filed February 10, 2015, an application filed August 8, 2013, an application  
15 filed April 19, 2010, and, *inter alia* a provisional application filed April 17, 2009.

16 240. Entropic owns all substantial rights, interest, and title in and to the '206  
17 Patent, including the sole and exclusive right to prosecute this action and enforce the  
18 '206 Patent against infringers and to collect damages for all relevant times.

19 241. The '206 Patent generally describes receiving an input signal from a cable  
20 network, digitizing the entire input signal, selecting a plurality of desired channels from  
21 the digitized input signal without selecting any undesired channels, and providing the  
22 plurality of desired channels. A true and accurate copy of the '206 Patent is attached  
23 hereto as Exhibit 15.

24 242. The '206 Patent is directed to patent-eligible subject matter pursuant to  
25 35 U.S.C. § 101.

26 243. The '206 Patent is valid and enforceable, and presumed as such, pursuant  
27 to 35 U.S.C. § 282.

1           244. Cox deploys one or more of the Accused Cable Modem Products and  
2 Accused Set Top Products in connection with operating and providing the Accused  
3 Services.

4           245. The Accused Cable Modem Products and Accused Set Top Products  
5 deployed by Cox to customer premises remain the property of Cox while deployed.

6           246. The Accused Cable Modem Products and Accused Set Top Products  
7 operate while deployed in a manner controlled and intended by Cox.

8           247. As set forth in the attached nonlimiting claim chart (Exhibit 16), Cox has  
9 directly infringed and is infringing at least Claims 13, 14, 19, 21, 23, 25, 26, 31, 34, 35,  
10 38, 39, 44, 47, and 48 of the '206 Patent by using, selling, and/or offering for sale the  
11 Accused Services through the Accused Cable Modem Products and Accused Set Top  
12 Products.

13           248. Each aspect of the functioning of the Accused Cable Modem Products and  
14 Accused Set Top Products described in the claim chart operates while deployed to  
15 customer premises in a manner controlled and intended by Cox.

16           249. Cox provides no software, support, or other facility to customers to modify  
17 any aspect of the functioning described in the claim chart of the Accused Cable Modem  
18 Products and Accused Set Top Products while deployed to customer premises.

19           250. Cox directly infringes at least Claims 13, 14, 19, 21, 23, 25, 26, 31, 34, 35,  
20 38, 39, 44, 47, and 48 of the '206 Patent by using, importing, selling, and/or offering  
21 for sale the Accused Cable Modem Products (for example, the Technicolor CGM4141  
22 cable modem) and Accused Set Top Products (for example, the Arris AX013ANM  
23 STB) and/or the Accused Services (for example, digitizing and selecting desired  
24 channels from an input signal).

25           251. The use of the Accused Services through the Accused Cable Modem  
26 Products and Accused Set Top Products by Cox to, for example, demonstrate products  
27 in brick-and-mortar stores at 66234 Irvine Blvd., Irvine, California 92620; 6771 Quail  
28 Hill Pkwy., Irvine, California 92603; 23704 El Toro Rd., Lake Forest, California 92630;

1 27321 La Paz Rd. Suite B, Laguna Niguel, California 92677; 30652 Santa Margarita  
2 Pkwy. F-101B, Rancho Santa Margarita, California 92688, or to, for example, test those  
3 products, constitute acts of direct infringement of at least Claims 13, 14, 19, 21, 23, 25,  
4 26, 31, 34, 35, 38, 39, 44, 47, and 48 of the '206 Patent.

5 252. Customers and subscribers of Cox infringe at least Claims 13, 14, 19, 21,  
6 23, 25, 26, 31, 34, 35, 38, 39, 44, 47, and 48 of the '206 Patent by using the claimed  
7 method, at least during receipt of the Accused Services utilizing, for example, the  
8 Accused Cable Modem Products and Accused Set Top Products.

9 253. The Accused Cable Modem Products and Accused Set Top Products have  
10 no substantial noninfringing uses. When an end user uses the Accused Cable Modem  
11 Products and Accused Set Top Products to receive the Accused Services, the end user  
12 directly infringes at least Claims 13, 14, 19, 21, 23, 25, 26, 31, 34, 35, 38, 39, 44, 47,  
13 and 48 of the '206 Patent. The Accused Cable Modem Products and Accused Set Top  
14 Products are especially made or especially adapted for use in an infringing manner.

15 254. Entropic has been damaged as a result of the infringing conduct alleged  
16 above. Cox is liable to Entropic in an amount that compensates Entropic for Cox's  
17 infringement, which by law cannot be less than a reasonable royalty, together with  
18 interest and costs as fixed by this Court under 35 U.S.C. § 284.

19 255. No apparatus claims of the '206 Patent are presently asserted. Accordingly,  
20 there is no duty to mark pursuant to 35 U.S.C. § 287.

21 **COUNT IX**

22 **(Infringement of the '275 Patent)**

23 256. Entropic incorporates by reference each allegation of Paragraphs 1 through  
24 247.

25 257. Entropic served an infringement contention claim chart for the '275 Patent  
26 on November 3, 2023.

27 258. The '275 Patent duly issued on October 10, 2023 from an application filed  
28 September 30, 2022, an application filed July 12, 2022, an application filed January 28,

1 2022, an application filed March 30, 2021, an application filed June 4, 2019, an  
2 application filed October 24, 2017, an application filed November 23, 2015, an  
3 application filed February 10, 2015, an application filed August 8, 2013, an application  
4 filed April 19, 2010, and, *inter alia* a provisional application filed April 17, 2009.

5 259. Entropic owns all substantial rights, interest, and title in and to the '275  
6 Patent, including the sole and exclusive right to prosecute this action and enforce the  
7 '275 Patent against infringers and to collect damages for all relevant times.

8 260. The '275 Patent generally describes a wideband receiver system that  
9 digitizes an input signal, selects desired channels from the digitized signal, and outputs  
10 the selected desired channels for demodulation. A true and accurate copy of the '275  
11 Patent is attached hereto as Exhibit 18.

12 261. The '275 Patent is directed to patent-eligible subject matter pursuant to  
13 35 U.S.C. § 101.

14 262. The '275 Patent is valid and enforceable, and presumed as such, pursuant  
15 to 35 U.S.C. § 282.

16 263. Cox deploys one or more of the Accused Set Top Products in connection  
17 with operating and providing the Accused Services.

18 264. The Accused Set Top Products deployed by Cox to customer premises  
19 remain the property of Cox while deployed.

20 265. The Accused Set Top Products operate while deployed in a manner  
21 controlled and intended by Cox.

22 266. As set forth in the attached nonlimiting claim chart (Exhibit 19), Cox has  
23 directly infringed and is infringing at least Claims 1, 2, 5, 7, 8, 10-12, 15, 17, 18, and  
24 20 of the '275 Patent by using, selling, and/or offering for sale the Accused Services  
25 through the Accused Set Top Products.

26 267. Each aspect of the functioning of the Accused Set Top Products described  
27 in the claim chart operates while deployed to customer premises in a manner controlled  
28 and intended by Cox.

1           268. Cox provides no software, support, or other facility to customers to modify  
2 any aspect of the functioning described in the claim chart of the Accused Set Top  
3 Products while deployed to customer premises.

4           269. Cox directly infringes at least Claims 1, 2, 5, 7, 8, 10-12, 15, 17, 18, and  
5 20 of the '275 Patent by using, importing, selling, and/or offering for sale the Accused  
6 Set Top Products (for example, the Arris AX013ANM STB) and/or the Accused  
7 Services (for example, digitizing and selecting desired television channels from an input  
8 signal).

9           270. The use of the Accused Services through the Accused Set Top Products by  
10 Cox to, for example, demonstrate products in brick-and-mortar stores at 66234 Irvine  
11 Blvd., Irvine, California 92620; 6771 Quail Hill Pkwy., Irvine, California 92603; 23704  
12 El Toro Rd., Lake Forest, California 92630; 27321 La Paz Rd. Suite B, Laguna Niguel,  
13 California 92677; 30652 Santa Margarita Pkwy. F-101B, Rancho Santa Margarita,  
14 California 92688, or to, for example, test those products, constitute acts of direct  
15 infringement of at least Claims 1, 2, 5, 7, 8, 10-12, 15, 17, 18, and 20 of the '275 Patent.

16           271. Customers and subscribers of Cox infringe at least Claims 1, 2, 5, 7, 8, 10-  
17 12, 15, 17, 18, and 20 of the '275 Patent by using the claimed method, at least during  
18 receipt of the Accused Services utilizing, for example, the Accused Set Top Products.

19           272. The Accused Set Top Products have no substantial noninfringing uses.  
20 When an end user uses the Accused Set Top Products to receive the Accused Services,  
21 the end user directly infringes at least Claims 1, 2, 5, 7, 8, 10-12, 15, 17, 18, and 20 of  
22 the '275 Patent. The Accused Set Top Products are especially made or especially  
23 adapted for use in an infringing manner.

24           273. Entropic has been damaged as a result of the infringing conduct alleged  
25 above. Cox is liable to Entropic in an amount that compensates Entropic for Cox's  
26 infringement, which by law cannot be less than a reasonable royalty, together with  
27 interest and costs as fixed by this Court under 35 U.S.C. § 284.

274. Entropic is aware of no obligation to mark any instrumentality with the  
'275 Patent in accordance with 35 U.S.C. § 287.

**COUNT X**

**(Infringement of the '438 Patent)**

275. Entropic incorporates by reference each allegation of Paragraphs 1 through  
266.

276. Entropic served an infringement contention claim chart for the '438 Patent on November 3, 2023.

277. The '438 Patent duly issued on January 9, 2018, from an application filed February 16, 2017, an application filed August 4, 2016, an application filed July 23, 2013, and, *inter alia* a provisional application filed July 23, 2012.

278. Entropic owns all substantial rights, interest, and title in and to the '438 Patent, including the sole and exclusive right to prosecute this action and enforce the '438 Patent against infringers and to collect damages for all relevant times.

279. The '438 Patent generally describes a mechanism for determining communication parameters for communications between a cable modem termination system and cable modems. A true and accurate copy of the '438 Patent is attached hereto as Exhibit 20.

280. The '438 Patent is directed to patent-eligible subject matter pursuant to 35 U.S.C. § 101.

281. The '438 Patent is valid and enforceable, and presumed as such, pursuant to 35 U.S.C. § 282.

282. Cox deploys one or more of the Accused Cable Modem Products and Accused Set Top Products in connection with operating and providing the Accused Services.

283. The Accused Cable Modem Products and Accused Set Top Products deployed by Cox to customer premises remain the property of Cox while deployed.

1           284. The Accused Cable Modem Products operate while deployed in a manner  
2 controlled and intended by Cox.

3           285. As set forth in the attached nonlimiting claim chart (Exhibit 21), Cox has  
4 directly infringed and is infringing at least Claims 1-5 and 9 of the '438 Patent by using,  
5 importing, selling, and/or offering for sale the Accused Services.

6           286. Each aspect of the functioning of the Accused Cable Modem Products and  
7 Accused Set Top Products described in the claim chart operates while deployed to  
8 customer premises in a manner controlled and intended by Cox.

9           287. Cox provides no software, support, or other facility to customers to modify  
10 any aspect of the functioning described in the claim chart of the Accused Cable Modem  
11 Products and Accused Set Top Products while deployed to customer premises.

12           288. Cox directly infringes at least Claims 1-5 and 9 of the '438 Patent by using,  
13 importing, selling, and/or offering for sale the Accused Services, which utilize cable  
14 modem termination systems and/or converged cable access platforms that communicate  
15 with the Accused Cable Modem Products and Accused Set Top Products (for example,  
16 the Technicolor CGM4141 cable modem).

17           289. The use of the Accused Services by Cox to, for example, demonstrate  
18 products in brick-and-mortar stores at 66234 Irvine Blvd., Irvine, California 92620;  
19 6771 Quail Hill Pkwy., Irvine, California 92603; 23704 El Toro Rd., Lake Forest,  
20 California 92630; 27321 La Paz Rd. Suite B, Laguna Niguel, California 92677; 30652  
21 Santa Margarita Pkwy. F-101B, Rancho Santa Margarita, California 92688, or to, for  
22 example, test those products, constitute acts of direct infringement of at least Claims 1-  
23 5 and 9 of the '438 Patent.

24           290. Cox had knowledge of the '438 Patent no later than its receipt of Entropic's  
25 infringement contention claim charts served on November 3, 2023.

26           291. Cox has been aware that it infringes the '438 Patent no later than its receipt  
27 of Entropic's infringement contention claim charts served on November 3, 2023.  
28

292. Cox has known of or has been willfully blind to the '438 Patent since before the November 3, 2023 infringement contention claim charts were served.

293. Cox has been aware that it infringes the '438 Patent since at least as early as receipt of Entropic's November 3, 2023 infringement contention claim charts. Since obtaining knowledge of the '438 Patent and its infringing activities, Cox has failed to cease its infringing activities.

294. Cox's infringement of the '438 Patent is, has been, and continues to be willful, intentional, deliberate, and/or in conscious disregard for Entropic's rights under the patent.

295. Entropic has been damaged as a result of the infringing conduct alleged above. Cox is liable to Entropic in an amount that compensates Entropic for Cox's infringement, which by law cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

296. No apparatus claims of the '438 Patent are presently asserted. Accordingly, there is no duty to mark pursuant to 35 U.S.C. § 287.

## **PRAYER FOR RELIEF**

WHEREFORE, Entropic requests that:

A. The Court find that Cox has directly infringed the Patents-in-Suit and hold Cox liable for such infringement;

B. The Court find that Cox has indirectly infringed the Patents-in-Suit by inducing its customers to directly infringe the Patents-in-Suit and hold Cox liable for such infringement;

C. The Court find that Cox has indirectly infringed the Patents-in-Suit by contributing to its customers' direct infringement of the Patents-in-Suit and hold Cox liable for such infringement;

D. The Court award damages pursuant to 35 U.S.C. § 284 adequate to compensate Entropic for Cox's past infringement of the Patents-in-Suit, including both pre- and post-judgment interest and costs as fixed by the Court;

1 E. The Court increase the damages to be awarded to Entropic by three times  
2 the amount found by the jury or assessed by the Court;

3 F. The Court declare that this is an exceptional case entitling Entropic to its  
4 reasonable attorneys' fees under 35 U.S.C. § 285; and

5 G. The Court award such other relief as the Court may deem just and proper.

6 **JURY TRIAL DEMANDED**

7 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Entropic hereby  
8 requests a trial by jury on all issues raised by this Complaint.

9  
10 Dated: November 10, 2023

Respectfully submitted,

11 By: /s/ Christina N. Goodrich

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